



Projects & Development India Limited

(A Govt. of India Undertaking)

Post Box No.125,A-14, Sector-1 , Noida - 201301 ,
Dist. Gautambudh Nagar , Uttar Pradesh
Phone - 0120-2529842/43/47/51/53/54
Fax - 01202529801/2541493
GSTIN No: 09AABCP1722G1ZP
CIN:U74140UP1978GO1028629

INVITATION TO BID

To : Open Vendor	ITB Number	11/PNMM/E/2413/2019-20/101125
	Type of Bid	Two Part
	Type of Opening	Public Opening
	Date of Issue	30.08.2019
	Bid Closing Date	13-09-2019 Time : 2:30:00 PM
	Tech. Bid Opening Date	13-09-2019 Time : 3:30:00 PM
	Price Bid Opening Date & Time	SHALL BE ITIMATED LATER
	Venue of Bid Opening	PDIL, NOIDA
	Earnest money Deposit	RS 6000/-
	Delivery/Completion Period	AS PER CLAUSE 5.0 OF GCC

Projects & Development India Limited (PDIL) is a Govt. of India Undertaking under the administrative control of the Dept.of Fertilizers, Ministry of Chemicals and Fertilizers. PDIL invites e-bids thro' CPP Portal for the under mentioned Job subject to the terms and conditions enclosed.

SL. No.	Material/HSN Code/ SAC Code	Description	Quantity	Unit
10		Tapes with Bar Code for GenBkup at Noida	160	EA

For & on behalf of
Projects & Development India Ltd.

(P. R. Sahu)

Addl. General Manager (M.M.)

ITB No.: 11/PNMM/E/2413/2019-20/101125 Dated 30.08.2019

FOR

TAPES WITH BAR CODE FOR GENERAL BACK UP AT PDIL NOIDA

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ANNEXURE-I

PRE QUALIFICATION CRITERIA (PQC)

1.0 Pre Qualification Criteria (Technical):

The bidder must have successfully supplied backup tapes to any organisation within the last seven (7) years. The bidder is required to submit copy of Purchase Order (P.O) or any other documentary proof.

2.0 Pre qualification Criteria (Financial):

Average Annual Financial Turnover of the bidder during the last 03 (three) Financial Year ending 31st March' 2019 shall not be less than Rs 1.40 Lakh. The bidder is required to submit copy of Audited Annual Reports (Profit & Loss Account) or turnover certificate of chartered account for the last 03 (three) financial years ending 31st March' 2019 i.e 2016-17, 2017-18 and 2018-19

ANNEXURE-II**INSTRUCTION TO BIDDERS**

1.0 A bidder who meets the Pre-Qualification Criteria as per ITB and intends to quote against this ITB may download the bidding document from PDIL website <http://pdilin.com> OR Central Public Procurement Portal <https://eprocure.gov.in/cppp> and submit the Bid complete in all respects as per terms & conditions of contract on or before the bid closing date and time.

2.0 Submission of Bids:

Bidders are required to submit their bids under three (03) envelopes as below:

Envelope (A)

- i. Earnest Money Deposit (EMD) as per Cl. 6.0 below.

OR

A copy of valid Registration Certificate, in case of NSIC/MSE registered Companies.

- ii. Format of Bank Details (RTGS) for on line payment, all the details duly filled in.

Envelope (B): Un-priced Technical and Commercial Bid along with the following documents (photocopies) shall be in this envelope:

- i. Documents in support of 'Pre-Qualification Criteria for Bidders' indicated in Annexure-I of ITB as per the requirement.
- ii. Complete ITB documents duly signed & stamped in each page with "Deviations"/"Exception" sheet (if any) and all Annexures duly filled in.
- iii. **Price Confirmation Copy** - A copy of Priced offer keeping price blank (hiding the price) and in place indicating "Quoted" or "√", as a confirmation of price quoted against the enquired item and all applicable Taxes & Duties, shall be submitted
- iv. Copy of Check List enclosed duly filled by the bidder making all the points clear and not leaving any voids.
- v. Photo copy of PAN card.
- vi. A Copy of valid GST registration certificate
- vii. Any other document as per the requirement specified in the ITB.

Envelope C: Price Bid

Price Schedule as per Annexure-V with quoted rates in Rs. and Taxes & Duties, as applicable, signed and stamped.

All the above envelopes should be super scribed with respective **Envelope no., ITB No. and closing date of the bid**. All three (03) envelopes should be sealed and placed in a fourth envelop which should also be super scribed with our **ITB No. and closing date of the bid** and addressed to the under mentioned :

HOD (Material Management)
Projects & Development India Limited
PDIL Bhawan, A-14, Sector-1,
Noida – 201 301, Gautam Budh Nagar, (U.P.)
e-mail: prsahu@pdilin.com; alam@pdilin.com

3.0 Opening of Bids

Bid opening will be Public. Envelope A and B only will be opened on Technical Bid Opening Date. Price Bids (Envelope C) of only those bidders will be opened which will be considered technically and commercially acceptable.

4.0 Evaluation of Bids

Bids shall be evaluated for Pre-Qualification Criteria (PQC) first and Techno-Commercial Bid Evaluation shall be carried out, only for those Bids which shall meet the Pre-Qualification Criteria (PQC).

Bids shall be scrutinized on Techno-Commercial parameters. Bids having unacceptable deviation may be rejected at this stage. However, clarifications shall be sought from bidder for any shortcoming found in their Bid at this stage.

The PRICE BID shall be opened only of those bidders who will be technically and commercially suitable.

5.0 Price Evaluation Criteria

5.1 Price evaluation of bids shall be done considering the price quoted by the bidders in the Price Schedule (BoQ) along with GST. Bidder shall be selected for award on overall lowest basis as per the "Price Evaluation" considering Input Tax Credit on account of GST.

Incomplete Price Schedule may result into rejection of bid.

5.2 Public Procurement Policy For Micro & Small Enterprises (MSEs): Benefits shall be extended to bidder under the Policy as per guideline issued by Ministry of MSME's Order dt.23.03.2012 issued vide Gazette Notification no.503 dt.26.03.2012 and related subsequent circulars for Public Procurement Policy for Micro & Small Enterprises (PPP for MSE), shall be applicable subject to submission of copy of valid/active Udyog Aadhaar Memorandum / Registration Certificate.

5.3 Deleted

5.4 Deleted

5.5 Deleted

5.6 Deleted

6.0 **Earnest Money Deposit (EMD)**

Bidder must submit, at **PDIL Bhawan, Noida** (Address provided elsewhere in the ITB) the requisite **original Earnest money deposit (EMD)**. The EMD shall be submitted by way of Demand Draft/ Banker's Cheque only drawn on any Scheduled/ Nationalized Bank in favour of 'Projects & Development India Ltd', Noida. EMD may also be submitted in the form of Bank Guarantee as per the format enclosed as Annexure-IX. **Quotation/Bid without EMD may not be considered.** However, NSIC/MSE registered Companies are exempted from submission of EMD provided a valid Certificate in this regard is submitted.

As per Public Procurement Policy (PPP) for MSE, Order 2012, EMD shall be waived off for MSE Vendors.

6.1 EMD shall be refunded:

- To the unsuccessful bidders after acceptance of order by the successful bidder(s).
- To the successful bidder(s) after deposition of Security money/ confirmation by the Bank of the Security cum Performance Guarantee submitted by bidder

No interest shall be payable on EMD.

6.2 EMD may be forfeited without prejudice to any other right or remedy of PDIL including but not limited to following circumstances:

- a) If a bidder withdraws his bid during the period of bid validity specified by the bidder
OR
- b) In the case of successful bidder, if the bidder fails to accept the order
OR
- c) If a bidder is found to have furnished Mis-representation or wrongful declaration/ presentation of qualifying data and other facts in their Bid.

7.0 **Validity of Bids:**

Prices quoted should remain valid for our acceptance for a minimum period of 90 days from the date of opening of technical bids. PDIL will not allow any revision in prices within validity period after sealed tender are opened.

- 8.0 If at any later date, it is found that documents, information and data submitted by the Bidder in the Bid, and based on which the Bidder has been considered eligible or successful or has been awarded the Contract is incorrect or false to the extent that had the correct or true information been made available to the OWNER at the time of Bid evaluation, the bid would have been declared ineligible or unsuccessful, the Bidder shall be forthwith disqualified or, as the case may be, the contract awarded based on such incorrect or false information shall be cancelled and the EMD/PBG/Security Deposit shall be liable to be forfeited.
- 9.0 Bidders are required to carefully go through the entire scope of ENQUIRY, terms and conditions, and other requirements before quoting. They should feel free to contact PDIL before submission of bid if they have any query on it. Once the bid is submitted, PDIL will presume that the bidder has understood thoroughly the Scope of Supply along with terms & conditions and all these are acceptable to them.
- 10.0 Bids shall be typed or written in indelible ink and must be free from corrections / erasing / overwriting etc. Any changes made must be authenticated with initial by the Bidder.
- 11.0 Bid shall be ideally in conformity to the Scope of supply/work along with all Terms & conditions, stipulated in the ENQUIRY. PDIL shall appreciate to receive a Bid having no

deviation. However, under unavoidable circumstance, a Bidder may submit Deviations in a separate sheet, which PDIL at its own liberty may accept or reject. Deviations found elsewhere inside the Bid document shall not be considered. Deviations including condition(s), if any, found in the Price bid shall liable for rejection of a Bid in totality.

- 12.0 PDIL reserves the right to reject any or all the bids without assigning any reason whatsoever and does not bind itself to accept the lowest or any other bid. All bids in which any of the prescribed conditions are to be fulfilled or are incomplete in any respect are liable to be rejected. PDIL is at liberty to take any of the following actions in case of this ITB:
 - a) to cancel the tender without reference to the bidders.
 - b) to postpone the due date and time.
- 13.0 Bidders shall not be entitled to claim any costs, charges, expenses or incidentals for or in connection with the preparation and submission of their bids even though Project & development of India Limited may withdraw the enquiry/tender or reject all bids.
- 14.0 Deleted.
- 15.0 Bids submitted thro' FAX and e-mail will not be accepted. No request from any bidder to PDIL to collect the bid from airlines, cargo agents etc. shall be entertained by PDIL.
- 16.0 PDIL reserve the rights to assess bidder's capability and capacity to perform the contract
- 17.0 Bids must be submitted on or before the closing date and time well in advance. Bids received late are liable for rejection & no complaint shall be entertained in this regard for any reason whatsoever.
- 18.0 To know more about PDIL, please visit our website <http://www.pdilin.com>

ANNEXURE III**GENERAL CONDITIONS OF CONTRACT (GCC)****1.0 Scope**

The Scope of Purchase Order (P.O), shall be as per Price Schedule/SOR defined in Annexure-V of ITB, unless & otherwise it is modified, at subsequent stage of bidding.

2.0 Price Basis

Price to be quoted shall be firm and subject to no escalation whatsoever during the contractual completion period including extended period, if any, except for any statutory variations i.e. change in the rate of tax & duty and/or inclusion of any new tax & duty.

Bid with variable price will not be accepted.

The lumpsum price should be quoted for services indicated in the scope of work enclosed.

3.0 Deleted**4.0 Taxes and duties**

- 4.1 Goods & Service Tax (GST): GST shall be paid EXTRA as applicable as per GST law. Bidder shall clearly indicate the present applicable rate of GST in Percentage (%) along with corresponding HSN / SAC Code and enclose a copy of GST registration certificate along with the unpriced offer.

PDIL shall avail Input Credit against payment of GST. Same will also be considered while evaluating the price bid. Relevant necessary documents shall be provided by the Contractor to enable PDIL avail the above credit set off.

Bidders have to ensure that they should file the Tax return on time to avail input Tax credit, else the same shall be deducted from EMD/Security Deposit/Running Bills.

- 4.2 Statutory variation in taxes and duties including imposition of any new tax & duty, within the scheduled Completion period, as per P.O, shall be paid at actual on production of documentary evidence.

- 4.2.1 In case of delay in execution, if there is any increase in the rate of tax & duty and/or there is imposition of any new tax/ duty by statutory authorities, PDIL shall restrict the payment of taxes & duties, as prevalent on the scheduled delivery/ completion period only, as mentioned in the Contract and amendment(s) there to.

- 4.2.2 If there is any decrease in applicable rate of taxes & duties &/or there is any withdrawal of any tax & duty by statutory authorities, during the completion period including extended/amended period of P.O, shall accrue to PDIL's a/c.

- 4.3 The Supplier has to submit/furnish all necessary documents/information to enable PDIL claim CENVAT in respect of Service Tax/Excise Duty/ Countervailing Duties, if any.

- 5.0 **Delivery:** The delivery period shall be 1 (one) months from Effective date of Order .

6.0 **Effective date of Order** : Effective date shall be from the date of award of LOI/PO.

6.1 **Contact Person/Operation of Contract:** The Contract shall be operated by HOD (Computer) PDIL, Noida or his authorised representative at the following address:

Ms. Anupma

HOD (Computer)
Projects & Development India Ltd.
A-14, Sector-1, Noida-201301
[Tel:0120-2541038](tel:0120-2541038) Fax:0120-2529801
Email: ganesh@pdilin.com

7.0 **Payment Terms**

- 100% payment shall be released within 30 days of receipt and acceptance of materials, duly certified by the Engineer-in-charge of PDIL, on the invoice.

The above payments shall be released subject to submission of Security cum Performance Guarantee/ Security Deposit, if applicable as mentioned herein below, failing which the same amount shall be deducted from the Contractor's Bill(s).

All payments will be made by account payee cheque or direct transfer in bank account through RTGS.

7.1 Tax deduction at source

Income tax, as applicable as per income tax act, shall be deducted at source from the Contractor's bills and a certificate towards this deduction shall be issued to the Contractor.

8.0 **Security Deposit**

8.1 Security cum Performance Guarantee/ Security Deposit for an amount equivalent to 10% of P.O. Value shall be submitted within 15 days of issuance of P.O, in the form of Demand Draft (DD) / Banker's Cheque, The same shall be valid to cover completion Period.

Bank Guarantee (BG) for Security Deposit shall be entertained for value \geq 1.00 lac. PBG shall be valid to cover completion period plus three (03) months claim period thereafter. PBG shall be issued by any Scheduled Commercial Bank. Format of PBG is enclosed herewith at Annexure-X.

In the absence of submission of Security Deposit, the equivalent amount after adjustment of EMD amount, if any, shall be adjusted from the bills.

8.2 Deleted.

8.3 No interest shall be payable on Security Deposit.

- 8.4 PDIL Noida, however, reserves the right to encash / forfeits the Security Deposit, if the Contractor fails to execute the Contract and / or abide by all the terms and conditions of the P.O.
- 8.5 Security deposit shall be refunded after 30 days of completion of Contract on the certification of Engineer In Charge for due fulfilment of the contractual obligations and after adjusting the expenditure incurred by the Owner, if any, on account of any failure on the part of the Contractor.
- 9.0 **Price Reduction Clause:** In the event of delay in delivery/completion beyond contractual delivery/completion period, price reduction @ 0.5% per week or part thereof subject to maximum 5% of total order value shall be recovered from supplier's / Contractor's bill(s).

10.0 **Insurance**

Necessary insurance(s) to cover accident risk for his employees loss of life, material etc. to crew or the third party to be arranged by Contractor at his cost.

11.0 **Deleted**

12.0 **Termination**

In the event of unsatisfactory performance, PDIL reserves right to cancel part or whole of the order / contract and make alternate arrangement at any time during currency of contract on risk & costs of Contractor and / or forfeit security deposit.

13.0 **Force Majeure**

The act of God, epidemic, wars, revolution, and official strike shall be treated as force majeure condition. In event of occurrence of such condition neither party shall be responsible for delay in performance provided that it is notified within 07 days of its occurrence. The Contractor shall provide justification by documentation countersigned by the local chamber of commerce.

14.0 **Arbitration**

All cases of dispute arising during execution of contract shall be resolved by mutual discussion of parties operating the Contract. In the event of failure to do so, matter will be settled as per Arbitration and Conciliation Act, 1996, as amended from time to time.

However, wherever applicable, in case of settlement of commercial disputes between PSEs inter SE and PSE(s) and Government Department(s), the same shall be settled through Permanent Machinery of Arbitrators (PMA) setup in the Department of Public Enterprises(DPEs) as per the following Clause:

"In the event of any dispute or difference relating to the Interpretation and application of the provisions of the contracts, such dispute or difference shall be referred by either party for Arbitration to the sole Arbitrator in the Department of Public Enterprises to be nominated by the Secretary to the Government of India in-charge of the Department of Public Enterprises. The Arbitration and Conciliation Act, 1996 shall not be applicable to arbitration under this clause. The award of the Arbitrator shall be binding upon the parties to the dispute, provided, however, any party aggrieved by such award may make a further reference for setting aside or revision of the award to the Law Secretary, Department of Legal Affairs, Ministry of Law & Justice, Government of India. Upon such reference the dispute shall be decided by the Law Secretary or the Special Secretary/Additional Secretary, when so authorized by the Law Secretary, whose decision shall bind the

Parties finally and conclusively. The Parties to the dispute will share equally the cost of arbitration as intimated by the Arbitrator”.

The performance under this contract, shall not stop for any reason, whatsoever, during the said dispute / proceedings, unless the service provider is specifically directed by PDIL to desist from working in this behalf.

15.0 **Jurisdiction**

The Contract shall be deemed to have been entered into at Noida and all cases of action in relation to the Contract shall, therefore, be deemed to have been assigned within its jurisdiction for respective Unit/location.

ANNEXURE IV**CHECK LIST**

(BIDDER MUST CONFIRM POINT BY POINT AND STRIKE OUT WHICHEVER IS NOT APPLICABLE)

Name of Bidder: _____

Offer No.: _____

Sl. No.	Description	ITB Requirement	Bidder's Confirmation/ Acceptance
1.0	Price: Price to be quoted shall be firm and subject to no escalation till the execution of the Contract Period.	To Confirm	
2.0	Present applicable rate of GST (in %) is indicated separately in the Un-Price copy of Price Schedule, in the space provided for.	To Confirm	
3.0	Completion Period: As per clause 5.0 of GCC and clause 6.0 of Technical Specification	To Accept	
4.0	Validity: Shall be 90 days from date of opening of Technical Bid.	To Confirm	
5.0	DOCUMENTS (DULY SIGNED BY AUTHORISED SIGNATORY & STAMPED) TO BE FURNISHED WITH ENVELOPE-1:		
5.1.	Relevant documents (copy duly signed and stamped) in support of Bidder's Pre-Qualification Criteria (PQC) indicated in Annexure-I of ITB.	To Furnish	
5.2	Complete ITB documents duly signed & stamped on each page as a token of acceptance of all terms and conditions of ITB.	To Furnish	
5.3	Price Confirmation Copy: A copy of Priced offer (BoQ to be uploaded by Bidder in the Portal), keeping price blank (hiding the price) and in place indicating "Quoted" or "√", as a confirmation of price quoted against the enquired item and GST, shall be submitted along with un-priced Techno-commercial Bid in Folder/Packet1.	To Furnish	
6.0	Photocopy of PAN Card	To Furnish	
7.0	Format of Details for payment, all the details duly filled in (Annexure-VII).	To Furnish	
8.0	Copy of GST Registration Certificate	To Furnish	
9.0	Name, Designation, Telephone Nos., Fax No. & e-mail of Contact Person for this Enquiry.		
10.	Whether the Company is registered as M S E (Micro & Small Enterprises) if 'Yes', indicate the registration No. and enclose a copy of Registration Certificate. (YES / NO.)		
10a.	Whether the M S E Company is owned by SC / ST (YES / NO.)		
10b.	Whether the M S E Company is owned by Woman (YES / NO.)		
11.	Confirmation of Acceptance to all Terms and Conditions of the Tender Document in totality.		
12.	SAC Code (Bidder to indicate)		
It is confirmed that in case any of the terms and conditions mentioned in this summary are at variance with those indicated anywhere else in our offer, the condition indicated in this summary shall prevail.			

Signature of Bidder: _____

Annexure – V**PRICE SCHEDULE**

Sl. No.	Description	Item 'HSN' Code	Unit	Qty.	Rate (Rs.)	Total Price (Rs.)
1.0	Tapes with Bar code for General Backup at PDIL, NOIDA. Make: 'DELL'. Type: LTO Ultrium 5. Capacity: 1.5TBNative 3.0TB Compressed.		No	160		
	GST Extra @.....%					
	Total Price including GST (figures)					
	Total Price including GST (words)					

Note: Bidders are required to quote their rate against all the items as per above format.

Signature of Bidder:

Company's Name and Address: _____

GSTN No: _____

Date: _____

Stamp

Annexure – VI**FORMAT OF DETAILS FOR PAYMENT**

Bidders are required to submit the following details on the company's letter head for online transfer to amount to their account:

1	Contractor Name / Company Name	
	Address:	
	Phone No.	
	E-mail ID	
2.a)	Name of the Bank	
b)	Address of the Branch	
	Telephone No.	
c)	9 Digit Code number of the Bank and Branch appearing on the MICR cheque issued by the Bank	
d)	11 Digit NEFT/IFSC Code of the Bank Branch	
e)	Account Type (SB/CC/CA)	
f)	Account Type (SB/CC/CA)	
g)	Permanent Account Number (PAN) Under Income Tax Act.	
h)	GST Registration Number	
i)	Name of Authorized Signatory	
j)	Contact Person Name	

We hereby declare that the particulars given above are correct and complete

Authorized signatory of the bidder

Title.....

Designation.....

Date:.....

Annexure-VII

(Self Declaration on Bidder's Letter Head as per below performa)

DECLARATION

To ,

Projects and Development India Ltd.

Noida – 201301

Subject : ITB No.Dt.

Sir ,

We hereby declare that M/s is neither put on Holiday nor Black-listed by any Government / PSU / Private firm or Financial Institution .

Signature

Name :

Designation :

Seal of the Bidder.

DELETED

Annexure-X

SECURITY CUM PERFORMANCE BANK GUARANTEE
(STAMP PAPER TO BE PURCHASED ON NAME OF BANK)

This guarantee made this _____ day of _____ (Year in four digits) between a company incorporated in (mention name of the Bank/ company) _____ having its registered office at _____ (hereinafter called the "BANK" which expression shall unless repugnant to the context or contrary to the meaning thereof include its successors and assigns) of the one part; and M/s. _____ (Purchaser), a company incorporated in India under the Indian Companies Act 1956 and having its registered office at PDIL Bhawan , A-14 , Sector-1 , Noida – 201301, Dist. – Gautambudh Nagar (U.P) (hereinafter called the "PURCHASER" which expression shall include its successors and assigns) of the other part.

WHERE AS M/s _____ (Seller) a Company incorporated in _____ and _____ having its Registered Office at _____ (hereinafter called the "COMPANY" which expression shall include its successor and assigns) have secured order Number _____ dt. _____ For supply/ supply-cum-erection of _____ at a total cost of _____ plus site supervision services on per diem rate basis as applicable from the PURCHASER / OWNER.

WHEREAS

1. It is one of the terms of the said order that the COMPANY shall furnish to the PURCHASER/OWNER a guarantee of a BANK which shall be for 10% of the value of the order and shall be valid for the duration of supply of the services covered by the said order and the period of defects liability in respect of the said services plus claim period of six months.
2. The BANK has at the request of the COMPANY agreed to give in favour of the PURCHASER a guarantee in manner hereinafter appearing which the PURCHASER has agreed to accept.

NOW THIS DEED WITNESSETH AS FOLLOWS:-

1. In pursuance of the said agreement and in consideration of the premises the BANK hereby unconditionally guarantees to the PURCHASER due observance and fulfillment by the COMPANY of the terms of the said order relating to the said equipment and of the performance warrantees which is a part of the said order and agrees and undertakes that if the COMPANY fails to observe and fulfil the said terms of the said order and/or the performance warrantees then the BANK shall immediately pay to the PURCHASER on demand such sum or sums of money to the extent of ` _____ being 10% of the value of the said order on account of losses and damages suffered by the PURCHASER as may be claimed by the

PURCHASER by reason of such non-observance and non-fulfilment by the company as aforesaid and shall also indemnify the PURCHASER against all losses and damages which may be suffered by the PURCHASER aforesaid and against all costs, charges, expenses which may be incurred by the PURCHASER in connection herewith.

2. The BANK hereby agrees that the decision of the PURCHASER as to the failure on the part of the COMPANY to fulfil their obligations as aforesaid and/or as to the amount payable by the BANK to the PURCHASER hereunder shall be final, conclusive and binding on the BANK.
3. All compensations and payments received by the PURCHASER from Bank on behalf of the COMPANY shall be regarded as payments in gross and in the event of the COMPANY BEING wound-up, the PURCHASER will be entitled to prove against the properties of the COMPANY in respect of the whole of the COMPANY's indebtedness to the PURCHASER without any right on the part of the BANK to stand in the PURCHASER's place in respect of or to claim the benefits of such imposition and payment or any security held by the PURCHASER until the PURCHASER shall have received the full amount of the PURCHASER's claims against the COMPANY.
4. This guarantee shall be in addition to and shall not affect or be affected by any other security now or hereafter held by the PURCHASER on account of the moneys hereby intended to be secured and the PURCHASER at its discretion and without any further consent from the BANK and without affecting the liability of the BANK and the rights of the PURCHASER against the BANK may be compound within given time or other indulgence to or make any other arrangement with the COMPANY and nothing done or omitted to be done by the PURCHASER in pursuance of any authority or permission contained in the guarantee shall affect or discharge the liability of the BANK.
5. Though as between the COMPANY and the BANK, the BANK is SURETY only, the BANK agrees that as between the PURCHASER and the BANK, the BANK is principal debtor to the PURCHASER.
6. This guarantee shall not be affected by any change in the constitution of the BANK or the COMPANY nor shall this guarantee be affected by any change in the constitution of the PURCHASER or any amalgamation or absorption with any other body corporated and this guarantee will be available to or enforceable by such body corporate.
7. The guarantee shall be continuing guarantee and continue to be in force notwithstanding the discharge of the COMPANY by operation of law and shall cease only on payment in full to the PURCHASER by the BANK of the amount hereby guaranteed and on the claim of the PURCHASER against the COMPANY on any account whatsoever being satisfied.
8. In order to give full effect to the provisions of this guarantee the PURCHASER will be entitled to act as if the BANK were the principal debtor to the PURCHASER and the BANK hereby waives all or any of its rights as surety.

9. This guarantee is irrevocable except with the written consent of the PURCHASER.
10. This guarantee shall remain valid up to _____.
11. Any notice by way of request demand or otherwise hereunder may be sent by post to the BANK addressed as aforesaid and if sent by post it shall be deemed to have been given at the time when it would be delivered in due course of post and in proving such notice when given by post it shall be sufficient to prove that the envelope containing the notice was posted and a certificate signed by an officer of the PURCHASER that the envelope so posted shall be conclusive.
12. These presents shall be governed by and construed in accordance with Indian Law.
13. Notwithstanding anything stated above, the BANK's liability to the PURCHASER under this guarantee shall be limited to _____ and the guarantee will remain valid up to _____ provided that unless a claim under this guarantee is made by the PURCHASER against the BANK within three (03) months of the said date of expiry of this guarantee, the claim shall be forfeited and the BANK shall be relieved and discharged from all liabilities under this guarantee.

IN WITNESS whereof the BANK has hereunto affixed its common seal the day and year first above written.

THE COMMON SEAL OF THE ABOVE NAMED BANK has hereunto been affixed in the presence of

Annexure-XI**BANK GUARANTEE FOR EARNEST MONEY DEPOSIT
(BID BOND)**

(REQUISITE STAMP TO BE PURCHASED ON NAME OF BANK)

In consideration of _____
(Purchaser) having its registered office at CIFT buildings , PO: SINDRI , Dist-
Dhanbad , Jharkhand – 828122 (hereinafter called "the company" which
expression shall unless repugnant to the subject or context includes its
successors and assigns) having agreed to exempt m/s.
_____ (bidder) (hereinafter called 'the said
tenderer(s)' which expression shall unless repugnant to the subject or
context includes his successors and assigns) from the demand under the
terms _____ and _____ conditions _____ of _____ tender
no _____ for _____
_____ (hereinafter called " the said tender" of such bid security
deposit for the due fulfilment by the said tenderer(s) of the terms and
conditions contained in the said tender on production of bank
guarantee for `US \$ _____ (Rupees / US dollar
_____ only).

We _____ (the bank) hereinafter
referred to as 'the bank' do hereby undertake to pay to the company an
amount not exceeding `/ US \$ _____ (rupees/ us
dollar _____ only) against any loss or damage caused to or
suffered by the said company by reason of any breach by the said tenderer(s)
of any of the terms and conditions contained in the said tender. The decision
of the company as to any such breach having been committed and loss
suffered shall be binding on us.

2. We _____ bank do hereby undertake to pay the
amounts due and payable under this guarantee without any demur merely
on a demand from the company stating that the amount claimed is due by
way of loss or damage caused to or would cause to or suffered by the
company by reason of any breach by the said tenderer(s) of any of the
terms or conditions contained in the said tender or by reason of the said
tenderer's failure to keep the tender open. Any such demand made on
the bank shall be conclusive as regards the amount due and payable by the
bank under this guarantee. However, our liability under this guarantee shall be
restricted to an amount not exceeding _____ (Rs/US
dollar _____ only).
- 3 We (the bank) further agree that the guarantee herein contained shall remain
in full force and effect during the period that would be taken for the
finalisation of the said tender and that it shall continue to be enforceable till
the said tender is finally decided and order placed on the successful

tenderer and/or till all the dues of the company under/or by virtue of the said tender have been fully paid and its claims satisfied or discharged or till a duly authorised officer, of the company certified that the terms and conditions of the said tender have been fully and properly carried out by said tenderer(s) and accordingly discharges the guarantee.

4. Unless previously cancelled by the company, this indemnity will remain in force up to _____ months from date of issue of the guarantee i.e up to

_____ and will stand automatically cancelled on the expiry of the said period than contemplated hereunder. unless demand or claim under this guarantee is made on bank in writing within three (03) months from the date of the expiry of this guarantee, all the rights of the company against as hereunder shall be forfeited and bank shall be relieved and discharged from all liabilities hereunder.

5. The Bank hereby declares that it has the power to issue this guarantee and the undersigned has full power to do so.

Dated _____ day of _____ 200.

Corporate seal _____ for _____ bank.